

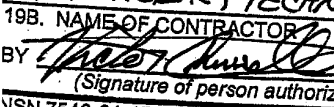
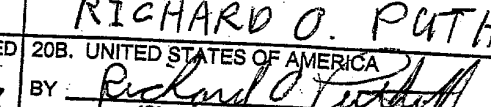
AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 66 PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. DE-AC06-04RL14540		3. EFFECTIVE DATE 11/1/03		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 04-RL14540.001			
5A. ISSUED BY U.S. Department of Energy Richland Operations Office (RL) PO Box 550, MS A7-80 Richland, Washington 99352		CODE		6. ADMINISTERED BY (If other than Item 5) CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) UniTech Services Group 2424 Robertson Drive Richland, Washington 99352				8. DELIVERY <input type="checkbox"/> F.O.B. ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR CODE		FACILITY CODE		12. PAYMENT WILL BE MADE BY Oak Ridge Financial Services Center-RL 200 Administration Road Oak Ridge, TN 37831			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA 89X0251.820201 \$177,500.00 252 RL040 RL			
15A. ITEM NO. 1-16		15B. SUPPLIES/SERVICES Laundry Services		15C. QUANTITY 3		15D. UNIT Years	
				15E. UNIT PRICE \$1,857,336.20		15F. AMOUNT \$5,572,008.60	
				15G. TOTAL AMOUNT OF CONTRACT \$ 5,572,008.60			
16. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
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X	E	INSPECTION AND ACCEPTANCE		24	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth stated herein. The rights and obligations of the parties to this award/contract, (b) specifications, if any, and (c) such provisions, representations, certifications, and are listed herein. (Attachments are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) VICTOR CRUSSELLE MANAGER, TECHNICAL ACCOUNTS				20A. NAME OF CONTRACTING OFFICER RICHARD O. PUTHOFF			
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)				19C. DATE SIGNED 10/29/03		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				20C. DATE SIGNED 10/31/03			

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PART I - THE SCHEDULE

SECTION B

SERVICES AND FIXED UNIT PRICES

B.1 GENERAL SERVICES

Contractor shall provide all labor, materials, equipment, laundry facilities, and all associated services to perform decontaminated laundry services in accordance with Statement of Work (SOW), Section C. The Hanford Site contractors shall order from the Contractor services as set forth herein which are to be purchased by the Hanford Site contractors during the term of this contract as long as the Contractor meets the terms and conditions of this contract.

B.2 CONTRACT LINE ITEMS AND FIXED UNIT PRICES

The monthly billable unit rates identified in the following table shall be the fixed unit rates used to bill the services in accordance with the Statement of Work for the base contract period and option years. According to the volume of laundry processed for each month, the Contractor shall bill monthly the first 12,000 pounds of regulated laundry processed using the unit rate for regulated laundry up to 12,000 pounds (Table B-1, Line Item 1) and then bill any other remaining regulated laundry processed above 12,000 pounds using the unit rate for regulated laundry over 12,000 pounds (Table B-1, Line Item 2). The Contractor shall also bill monthly the first 5,000 pounds of non-regulated laundry processed using the unit rate for non-regulated laundry up to 5,000 pounds (Table B-1, Line Item 5) and then bill any other remaining non-regulated laundry processed above 5,000 pounds using the unit rate for regulated laundry over 5,000 pounds (Table B-1, Line Item 6).

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Table B-1 Contract Line Items and Fixed Unit Prices 3 Year Base Period, November 1, 2003 – October 31, 2006					
Line Item #	Description of Billable Services	Units Billed	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
0001	Regulated Laundry up to 12,000 pounds	Pounds	\$1.65	\$1.69	\$1.73
0002	Regulated Laundry over 12,000 pounds	Pounds	\$1.55	\$1.59	\$1.63
0003	Regulated Laundry - Alpha Monitoring Only	Pounds	\$1.95	\$2.00	\$2.05
0004	*Regulated - Special Clothing	Pounds	\$3.30	\$3.38	\$3.47
0005	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.76	\$0.78	\$0.80
0006	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.73	\$0.75	\$0.77
0007	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.40	\$1.44	\$1.47
0008	Half Face Respirators	Each	\$7.95	\$8.15	\$8.35
0009	Full Face Respirators	Each	\$9.75	\$9.99	\$10.24
0010	Asbestos/Chemical Respirators	Each	\$12.00	\$12.30	\$12.61
0011	Special Sewing	1/4 Hour	\$4.50	\$4.61	\$4.73
0012	Respirator Installation of Parts	Each	\$0.20	\$0.21	\$0.21
0013	Laundry Bag Replacement Including Cord	Each	\$32.00	\$32.80	\$33.62
0014	Off Schedule Pick-up and Delivery Charge	Each	\$300.00	\$307.50	\$315.19
0015	Velcro Replacement (labor & materials)	Each	\$7.94	\$8.14	\$8.34
0016	500 Pound Minimum Processing Charge	Pounds	\$1.65	\$1.69	\$1.73

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

Table B-2 Contract Line Items and Fixed Unit Prices Option Year 1, November 1, 2006 – October 31, 2007			
Line Item #	Description of Billable Services	Units Billed	Unit Price
0017	Regulated Laundry up to 12,000 pounds	Pounds	\$1.78
0018	Regulated Laundry over 12,000 pounds	Pounds	\$1.67
0019	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.10
0020	*Regulated - Special Clothing	Pounds	\$3.55
0021	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.82
0022	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.79
0023	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.51
0024	Half Face Respirators	Each	\$8.56
0025	Full Face Respirators	Each	\$10.50
0026	Asbestos/Chemical Respirators	Each	\$12.92
0027	Special Sewing	1/4 Hour	\$4.85
0028	Respirator Installation of Parts	Each	\$0.22
0029	Laundry Bag Replacement Including Cord	Each	\$34.46
0030	Off Schedule Pick-up and Delivery Charge	Each	\$323.07
0031	Velcro Replacement (labor & materials)	Each	\$8.55
0032	500 Pound Minimum Processing Charge	Pounds	\$1.78

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

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Table B-3 Contract Line Items and Fixed Unit Prices Option Year 2, November 1, 2007 – October 31, 2008			
Line Item #	Description of Billable Services	Units Billed	Unit Price
0033	Regulated Laundry up to 12,000 pounds	Pounds	\$1.82
0034	Regulated Laundry over 12,000 pounds	Pounds	\$1.71
0035	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.15
0036	*Regulated - Special Clothing	Pounds	\$3.64
0037	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.84
0038	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.81
0039	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.55
0040	Half Face Respirators	Each	\$8.78
0041	Full Face Respirators	Each	\$10.76
0042	Asbestos/Chemical Respirators	Each	\$13.25
0043	Special Sewing	1/4 Hour	\$4.97
0044	Respirator Installation of Parts	Each	\$0.22
0045	Laundry Bag Replacement Including Cord	Each	\$35.32
0046	Off Schedule Pick-up and Delivery Charge	Each	\$331.14
0047	Velcro Replacement (labor & materials)	Each	\$8.76
0048	500 Pound Minimum Processing Charge	Pounds	\$1.82

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

Table B-4 Contract Line Items and Fixed Unit Prices Option Year 3, November 1, 2008 – October 31, 2009			
Line Item #	Description of Billable Services	Units Billed	Unit Price
0049	Regulated Laundry up to 12,000 pounds	Pounds	\$1.87
0050	Regulated Laundry over 12,000 pounds	Pounds	\$1.75
0051	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.21
0052	*Regulated - Special Clothing	Pounds	\$3.73
0053	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.86
0054	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.83
0055	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.58
0056	Half Face Respirators	Each	\$8.99
0057	Full Face Respirators	Each	\$11.03
0058	Asbestos/Chemical Respirators	Each	\$13.58
0059	Special Sewing	1/4 Hour	\$5.09
0060	Respirator Installation of Parts	Each	\$0.23
0061	Laundry Bag Replacement Including Cord	Each	\$36.21
0062	Off Schedule Pick-up and Delivery Charge	Each	\$339.42
0063	Velcro Replacement (labor & materials)	Each	\$8.98
0064	500 Pound Minimum Processing Charge	Pounds	\$1.87

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

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Table B-5 Contract Line Items and Fixed Unit Prices Option Year 4, November 1, 2009 – October 31, 2010			
Line Item #	Description of Billable Services	Units Billed	Unit Price
0065	Regulated Laundry up to 12,000 pounds	Pounds	\$1.91
0066	Regulated Laundry over 12,000 pounds	Pounds	\$1.80
0067	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.26
0068	*Regulated - Special Clothing	Pounds	\$3.83
0069	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.88
0070	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.85
0071	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.62
0072	Half Face Respirators	Each	\$9.22
0073	Full Face Respirators	Each	\$11.31
0074	Asbestos/Chemical Respirators	Each	\$13.92
0075	Special Sewing	1/4 Hour	\$5.22
0076	Respirator Installation of Parts	Each	\$0.23
0077	Laundry Bag Replacement Including Cord	Each	\$37.11
0078	Off Schedule Pick-up and Delivery Charge	Each	\$347.91
0079	Velcro Replacement (labor & materials)	Each	\$9.21
0080	500 Pound Minimum Processing Charge	Pounds	\$1.91

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

Table B-6 Contract Line Items and Fixed Unit Prices Option Year 5, November 1, 2010 – October 31, 2011			
Line Item #	Description of Billable Services	Units Billed	Unit Price
0081	Regulated Laundry up to 12,000 pounds	Pounds	\$1.96
0082	Regulated Laundry over 12,000 pounds	Pounds	\$1.84
0083	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.32
0084	*Regulated - Special Clothing	Pounds	\$3.92
0085	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.90
0086	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.87
0087	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.66
0088	Half Face Respirators	Each	\$9.45
0089	Full Face Respirators	Each	\$11.59
0090	Asbestos/Chemical Respirators	Each	\$14.27
0091	Special Sewing	1/4 Hour	\$5.35
0092	Respirator Installation of Parts	Each	\$0.24
0093	Laundry Bag Replacement Including Cord	Each	\$38.04
0094	Off Schedule Pick-up and Delivery Charge	Each	\$356.61
0095	Velcro Replacement (labor & materials)	Each	\$9.44
0096	500 Pound Minimum Processing Charge	Pounds	\$1.96

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

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Table B-7 Contract Line Items and Fixed Unit Prices Option Year 6, November 1, 2011 – October 31, 2012			
Line Item #	Description of Billable Services	Units Billed	Unit Price
0097	Regulated Laundry up to 12,000 pounds	Pounds	\$2.01
0098	Regulated Laundry over 12,000 pounds	Pounds	\$1.89
0099	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.38
0100	*Regulated - Special Clothing	Pounds	\$4.02
0101	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.93
0102	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.89
0103	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.71
0104	Half Face Respirators	Each	\$9.69
0105	Full Face Respirators	Each	\$11.88
0106	Asbestos/Chemical Respirators	Each	\$14.63
0107	Special Sewing	1/4 Hour	\$5.48
0108	Respirator Installation of Parts	Each	\$0.24
0109	Laundry Bag Replacement Including Cord	Each	\$38.99
0110	Off Schedule Pick-up and Delivery Charge	Each	\$365.52
0111	Velcro Replacement (labor & materials)	Each	\$9.67
0112	500 Pound Minimum Processing Charge	Pounds	\$2.01

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

Table B-8 Contract Line Items and Fixed Unit Prices Option Year 7, November 1, 2012 – October 31, 2013			
Line Item #	Description of Billable Services	Units to be Billed	Unit Price
0113	Regulated Laundry up to 12,000 pounds	Pounds	\$2.06
0114	Regulated Laundry over 12,000 pounds	Pounds	\$1.94
0115	Regulated Laundry - Alpha Monitoring Only	Pounds	\$2.44
0116	*Regulated - Special Clothing	Pounds	\$4.12
0117	Non-Regulated Laundry up to 5,000 pounds	Pounds	\$0.95
0118	Non-Regulated Laundry over 5,000 pounds	Pounds	\$0.91
0119	*Non-Regulated Laundry - Special Clothing	Pounds	\$1.75
0120	Half Face Respirators	Each	\$9.93
0121	Full Face Respirators	Each	\$12.18
0122	Asbestos/Chemical Respirators	Each	\$15.00
0123	Special Sewing	1/4 Hour	\$5.62
0124	Respirator Installation of Parts	Each	\$0.25
0125	Laundry Bag Replacement Including Cord	Each	\$39.96
0126	Off Schedule Pick-up and Delivery Charge	Each	\$374.66
0127	Velcro Replacement (labor & materials)	Each	\$9.92
0128	500 Pound Minimum Processing Charge	Pounds	\$2.06

* 50 lbs. minimum applies per each type of specialty clothing: ProTech, FrHamtex, other synthetics, Indura FR and Nomex FR.

B-3 OBLIGATION OF FUNDS

The total amount of funds presently obligated by DOE with respect to this contract is \$0. See Part II Section I-16. This obligation is created solely through the performance of laundry services by the Contractor. There is no minimum guaranteed work volume.

Subsequent fiscal year funding authorizations from DOE, via a modification to this contract, shall be identified by the Hanford Site contractors, on or about September 1 of each year.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Desired Objectives

C.1.1 The Contractor shall provide commercial laundry and decontamination services for government owned protective clothing, non-regulated items, and respirator face pieces.

C.1.2 The Contractor will provide daily batch pick-up and delivery at the various users' locations on the Hanford Site. Such pick-up and delivery shall be on a continuous Site workday basis with no interruption.

C.1.3 The Contractor is customer service oriented and responsive to the needs of DOE and designated Hanford Site Contractors.

C.1.4 Radiological protective clothing will be properly segregated and monitored to ensure no cross contamination occurs, and associated documentation will be properly maintained.

C.1.5 Clean laundry will be available to support Hanford Site projects.

C.2 Definitions

Area Physical Security Representative (APSR): Hanford Site security employee will assist the Contractor in handling Hanford Site security keys and security badges.

Clean: Regulated and non-regulated items that have been processed to remove dirt, oil, grease, other impurities, make-up, stains, dust, mildew, odors, and extraneous matter. For regulated items this includes the removal of radiological contamination including particles and other transferable materials above specified limits.

Closed Loop System (CLS): A CLS is an area, organization or facility where the regulated, non-regulated laundry and respirator face pieces are picked up and returned. Each CLS may have multiple pick-up points or be a single pick-up point. Each CLS will have only one drop off point unless the Contractor has approved additional drop off points. Such approval may be withdrawn by the Contractor with 60 day notice to the COR and CLS. The CLS will own the radiological protective clothing, non-regulated items, and respirator face pieces; and be responsible for purchasing replacements. The

typical CLS will require all three services, but some CLSs will only require partial service.

Contingency Plan: A formal plan that will describe how the Contractor will provide laundry and respirator cleaning services, if the normal facility is not able to function for some reason. For example, if the electricity, water, or ventilation systems become inoperable. In addition, the Contingency Plan shall demonstrate how the Contractor will provide backup for operational radiological monitoring equipment to minimize the effects of downtime.

Contracting Officer's Representative (COR): Person formally designated to represent the Contracting Officer (CO) within certain limits of authority.

Non-regulated: Clothing and other items that are not used with radioactive material or in a radiological work area. The non-regulated clothing and bath towels will normally be made of 100% cotton, cotton /polyester blend, rubber, Indura and/or a Nomax blend that is flame-retardant. Some clothing will have colored collars to depict sizes using *yellow for extra small, blue for small, green for medium, red for large, brown for extra large, orange for 2X extra large; and white for 3X extra large*. Some clothing will have the size written on the left breast pocket. The following are the primary non-regulated items used on the Hanford Site:

Blue coveralls used commonly on Hanford Site for work clothing, have various sizes, have short and long sleeves, and are made of cotton or polyester blend material.

Gray coveralls used in some CLSs are cotton or polyester blend material, come in various sizes, and have short and long sleeves.

Green coveralls made of polyester blend material, identify clothing used at 331 building for special tasks / projects by Pacific Northwest National Laboratories (PNNL), and have various sizes with size written over left breast pocket.

Brown coveralls used to identify Flame resistant cotton Indura fabric are long sleeve only and will require special washing.

Flame Resistant blue coveralls, tan or blue shirts, and blue pants are made of cotton Indura fabric, will have individual names on the items, and will need to be delivered back to the facility where the individual's work. A list of individual names and CLS assignment will be provided by the COR and periodically updated.

Blue laboratory coats made of polyester blend material are used in some CLSs.

Green canvas shoe covers are used at 331 building PNNL.

Black or Green rubber shoes are used at 331 building PNNL.

Brown winter coat, coveralls or bib pants are mostly carhart type but may be other brands or colors used at some CLSs.

Dust and wet mop heads come from various CLSs.

Floor runner / door entrance throw rugs (with backing) are used by some CLSs.

Gray coveralls, hoods, canvas boots that are used for radioactive training only have colored collars for sizes. The Hammer training facility is the only CLS that provides this type of laundry in tubs.

Bath towels may be various colors, but mostly white.

Towel rags are mainly bath towels that cannot be used for showers any longer. (e.g., too stained or too small)

Modesty clothing (e.g., shorts and tee shirts some surgical type clothing) may show up infrequently.

Quality Assurance (QA) Plan: A formal plan that documents the Contractor's methods to ensure quality control and that the work is completed in accordance with the requirements of this Contract. Radiological monitoring and equipment calibration are key elements. The Contractor's QA Plan should generally meet the requirements of International Organization for Standardization 9000 (ISO) or equivalent.

Radiological Control Technician (RCT): A person that has been properly trained and qualified to monitor radioactivity. Sometimes called a Health Physics Technician (HPT).

Regulated: Radiological protective clothing (RPC) used while working with radioactive material or in a radiological work area. The Hanford Site RPC is normally comprised of 100% cotton, cotton/polyester blends, Gortex, rubber, Indura and or Nomax (flame-retardant material), and Frham Tex-II (breathable, cool) work coverall. The following are the primary RPC used on the Hanford Site:

Cotton surgeon caps are white and one size fits all.

Cotton hoods are white and yellow colors, and one size fits all.

Polyester blend or cotton coveralls are white or yellow, and sizes are color coded on the collars. Canvas glove have sizes indicated by color - magenta or green for small, yellow for medium and orange for extra large.

Canvas shoe covers are white or yellow, and one size fits all.

Canvas boots are white or yellow, and one size fits all.

Rubber shoes are black with white spot on the toe or yellow, and with sizes small, medium, large and extra large.

Yellow or white laboratory coats are made of polyester blend and cotton, and with sizes on the left breast.

Cotton hoods are red color to identify Indura, flame resistant clothing, and one size fits all.

Cotton Indura flame resistant coveralls are red color, sizes are color coded on the collars.

Canvas boots are red color to identify Indura flame resistant clothing, and one size fits all.

Respirator face pieces: Respirator face pieces are used in chemical and radiological work areas for protection. Sometimes called masks. The following are the primary respirator face pieces used on the Hanford Site:

Scott

Scott-O-Vista, Comfort Seal, EPDM or silicone

Scott-AV-2000, Comfort Seal, EPDM or silicone

Scott-AV-3000, Comfort Seal EPDM or silicone

All Scott respirator face piece sizes are Small, Large or Extra-large

MSA

Advantage 200 LS ½ mask, Hycar or silicone

Advantage 1000 LS mask, Hycar or silicone

Advantage 3200 LS mask, Hycar or silicone

Ultra-Twin mask, Hycar or silicone

Ultra-Vue mask, Hycar or silicone

All MSA respirator face piece sizes are Small, Medium or Large

3M

6000 series mask

7500 series mask

3M respirator face pieces are Small, Medium or Large

Avon

FM-12 mask

Avon respirator face piece sizes are 1, 2 or 3.

Security Plan: A formal plan that describes how the Contractor will provide security for the government owned property during transport and within their facility to include potential loss from fire, theft, etc.

Transportation support person: A Hanford Site person that will assist with offsite radioactive material shipments. Also referred to as a "shipper."

C.3 General Requirements

C.3.1 The Contractor shall provide all personnel, equipment, tools, materials, supervision, transportation, and other items and services necessary to perform wet wash laundry and decontamination services for regulated RPC, non-regulated items, and respirator face pieces in support of the Department of Energy: Richland Operations Office (RL), Office of River Protection (ORP), and designated Hanford Site contractors.

C.3.2 The Contractor shall use commercial nuclear laundry practices while processing the Hanford Site regulated RPC. The non-regulated processing shall meet normal commercial laundry practices. The respirator face pieces are required to be cleaned to manufacturer's specifications.

C.3.3 This service requires the processing of each Closed Loop System (CLS) separately to prevent cross contamination of the various loops or loss of inventory. **Attachment 1** provides a list of the CLS's and the pick-up/delivery schedule. The schedule provides for geographic batch pick up and delivery once per week, excluding holidays. Fridays are a "catch up" day for any holidays or non-scheduled service. Approximately 1/3 of the CLSs are on a "will call" basis. Those "will call" CLSs are required to give the Contractor at least 24 hours notice to be added to the scheduled pick-up day for that geographical area.

C.3.4 The pick-up/delivery schedule in Attachment 1 can be updated by informal agreement between the parties, but may, from time to time, be formally modified into the Contract.

C.3.5 Clean laundry and RPC shall be delivered within one week unless other arrangements (e.g., on-call, every other week, etc.) have been made by the CLS or COR.

C.3.6 The Contractor shall possess and maintain the ability to provide laundry and decontamination services in compliance with all applicable federal, state and local laws and regulations. The Contractor is responsible for obtaining and operating in compliance with all permit and licensing requirements.

C.3.7 Material Safety Data Sheets (MSDS) for each chemical used in the cleaning process shall be provided to the COR. The Contractor shall assure adequate laundering methods are used to minimize allergic reactions to cleaning chemical residues. Any changes to the chemicals used for processing laundry shall be provided to the COR no later than 10 calendar days before implementation.

C.3.8 Flame retardant items may require special processing to preserve the retardant capability. If a new type of material is added to the service requirements, the CO or COR will notify the Contractor in writing before implementation.

C.3.9 Regulated RPC shall not be processed in the same equipment as non-regulated items or in any way commingled or mixed with non-regulated items.

C.3.10 The Contractor will perform mending of usable garments, patching and repairing fabric tears. The Contractor will bill for actual time spent (in ¼ hour increments) on mending that has been accumulated for the month. No separate charge for materials will be made. Velcro replacement will be billed as a separate line item (CLIN 0016) to include all labor and materials. This mending shall only be completed on garments when the Contractor determines that it is economically feasible and the garment can still be used for its intended purpose. For purposes of this clause, economically feasible means that items have several washings left or are in near new condition, and the cost of repair does not exceed approximately 50% of the item's replacement cost. All unrepairable items will be segregated, bagged, tagged, and returned in clean condition to the originating CLS. Any regulated items will be returned to the CLS in a *yellow* 4 mil. plastic bag with "Caution Radioactive Material" imprinted on the bag.

C.3.11 Apparel may contain miscellaneous government and/or personal items such as: keys, dosimeter, badges, pens, pencils, etc. For those items found with RPC, the Contractor shall survey the exterior of such items for radiological

contamination. All government keys, badges and dosimeters will be secured and the APSR notified for disposition. All other items may be returned directly to the CLS. Items found in pockets, RPC that exceeds the release limit, other RPC (e.g., damaged), non-regulated items, and respirator face pieces that are damaged beyond repair will be properly tagged and shipped back to the individual CLS, unless otherwise directed by the COR. These items shall be placed in a plastic bag and the contents listed on an attached tag or on the outside of the bag.

C.3.12 For all regulated RPC, non-regulated items, and unusable face pieces; the Contractor will provide a tag that is easily identifiable and readable to the CLS. Clean laundry being returned to the CLS's from the Contractor will require a tag on each bag. This tag will also be used to identify laundry bags that hold items that need repairs or are unusable. The Contractor will provide all materials and labor necessary to complete the tag information and attach it to the bag. The information on the tag shall be as follows:

CLS name

Type of item (i.e., coveralls, lab coats, etc.)

Size of item (i.e. XXL, Large, Small, etc.)

Coveralls sleeve length (i.e., long or short etc.)

Other information (e.g., if items in the bag exceed contamination limits or other data as directed by the COR)

C.3.13 RPC and non-regulated items are the property of the Government. However, when it is demonstrated to be more cost effective to the CLS, RPC may be leased from the Contractor at most favored customer prices, subject to normal lease requirements. Upon mutual agreement, the Government or Hanford contractor may take title to leased RPC for disposal purposes.

C.4 Technical requirements for regulated RPC:

C.4.1 Each CLS will identify the monitoring program(s) required for their RPC. The monitoring programs are Monitor Program 1, beta gamma monitoring only, Monitor Program 2, alpha monitoring only, Monitor Program 3, both alpha and beta gamma monitoring. The Contractor shall maintain operational backup monitoring equipment to meet the requirements of this SOW, as defined by the Contingency Plan.

C.4.2 The Contractor shall monitor all right side, exterior surfaces of regulated RPC prior to folding and bagging. Contractor shall rewash all RPC that fail the first monitoring without additional cost to the government. Items that fail to pass the second monitoring phase shall be bagged, properly tagged, and returned to the CLS user they were received from. The Contractor will provide the yellow plastic bags (4 mil.) with "Caution Radioactive Material" imprinted on each bag for returning the non-reusable item to the CLS.

C.4.3 The Contractor will periodically calibrate the RPC monitoring instrumentation in accordance with manufacturers' specifications and recommendations. In addition, calibration should use ANSI Standard N323 or an equivalent, and use the following types of sources traceable to NIST:

Beta/Gamma calibrations are performed with Cs-137 sources and Alpha calibrations are performed with Am-241 or Pu-239 sources.

C.4.4 Monitor Program 1 requires the finished beta-gamma product to meet the following limits for release back to the CLS user:

Less than (\leq) 10,000 dpm/100 cm² beta-gamma total radioactivity assured by a 100% monitoring at the 95 percent confidence level.

Less than 1,000 dpm/100 cm² beta-gamma removable, using a loose alpha, beta, & gamma contamination smear will be taken from each dryer load. Should contamination be detected, the Contractor will perform a statistical sample under appropriate ANSI standards to determine the proper course of action. The Contractor will notify the COR of the sample results and the final disposition within 2 working days.

C.4.5 Monitor Program 2 requires the finished alpha product to meet the following limits for release back to the CLS user:

Less than 1,000dpm/100 cm² alpha total radioactivity, assured by 100% monitoring at the 95 percent confidence level.

Less than 20 dpm/100 cm² alpha removable, using a loose alpha, beta, & gamma contamination smear will be taken from each dryer load. Should contamination be detected, the Contractor will perform a statistical sample under appropriate ANSI standards to determine the proper course of action. The Contractor will notify the COR of the sample results and the final disposition within 2 working days.

C.4.6 Monitor Program 3 requires the finished product to meet both 4.3 and 4.4 requirements. For billing purposes, the alpha monitoring rate will apply.

C.4.7 The finished product shall be clean, dry, turned right side out, folded, and bagged in the following quantities:

C.4.7.1 Hoods 100 each to a bag, canvas gloves 175 pair to a bag by size, rubber shoes 35 pair to a bag by size, canvas boots 60 pair to a bag, 15 pair of rubber boots to a bag by size, 24 laboratory coats to a bag by size,

and 15 pair of coveralls to a bag by size. Folding is only required for laboratory coats and coveralls.

C.4.7.2 Laundry bags (approved for radiological use) and cords to fasten the bags will be obtained by the Contractor and the cost covered by DOE, or otherwise provided by DOE. Newly purchased bags for regulated items will have the words "Caution, Radioactive Material" stenciled or printed on each bag. Laundry bags for the Plutonium Finishing Plant (PFP) will not have metal grommets. A 2-3 month inventory of RPC laundry bags will be maintained by the Contractor.

C.4.8 Any radioactive RPC laundry received at the Contractor's facility shall have been surveyed by the CLS and be:

Less than 10 mrem /hr on the external of each bag (contact reading) and less than 100,000 dpm/100 cm² total alpha contamination on any article of clothing. The external of each bag shall have less than 1,000dpm/100 cm² beta-gamma and 20dpm/100 cm² alpha removable contamination.

In the unlikely event that RPC laundry exceeds this limitation, the Contractor shall immediately notify the COR.

C.5 Technical requirements for non-regulated laundry:

C.5.1 The finished product shall be clean, dry, right side out, folded, and bagged (except for plastic containers used for Hammer facility). Towels will be folded and bundled (12 to a bundle) and 3 bundles to a bag. Rags and mops will not be folded. Coverall bags will have 15 pair all of the same size, rags shall have 40 each to a bag, and lab coats shall have 24 each to a bag by size. If the quantities indicated are not available then the final bag can have the odd items placed in it with the quantity noted on the tag. Laundry bags (any color, excluding white or yellow) and cords to fasten the bags will be obtained by the Contractor and the cost covered by DOE, or otherwise provided by DOE or the Hanford contractors. A 2-3 month inventory of laundry bags will be maintained by the Contractor.

C.6 Technical requirements for respirator face pieces:

C.6.1 The Contractor shall decontaminate, clean, test, inspect, repair (as required), disinfect, and bag all respirator face pieces. Respirator face piece services shall be in accordance with Occupational, Safety, and Health

Administration (OSHA) requirements 29 CFR 1910.134, and American National Standards Institute (ANSI) Standard Z88.2.

C.6.2 The Contractor shall protect respirator face pieces from excessive heat, extreme cold, excessive moisture, damaging chemicals, physical damage, dust, and prolonged exposure to sunlight; in accordance with the manufacturer's recommendations for protection. Face piece containers will be secured during transportation.

C.6.3 All cleaned respirators shall be tested for leaks to verify they are serviceable. This testing must be completed on a machine equivalent in capability to the Q-127 leak tester.

C.6.4 All necessary repairs shall be made to keep each respirator face piece in a usable condition as defined by ANSI Standard Z88.2. Spare parts shall be obtained from usable respirator face pieces leftover from respirators determined to be unserviceable. When insufficient spare parts are not available, they will be obtained by DOE or Site contractor upon a timely advance request from the Contractor.

C.6.5 After final inspection, the respirator face piece shall be sealed in individual *clear* plastic bags. The bag shall be, as a minimum, 8 mil. in thickness.

C.6.6 The individual bags will need to be placed in a cardboard box for storage and shipment. The MSA Ultra Twin Air Purifying Respirator (APR) face pieces shall have 12 bags to a sealed box. The MSA Ultra-Vue Powered Air Purifier Respirator face piece (PAPR) shall be boxed 6 to a box. MSA ½ face respirator face pieces shall have 16 to a box.

C.6.7 All Scott respirator face pieces shall have 8 to a box. The boxes shall be labeled to indicate the name, type and size of respirator face pieces within. (Example: MSA, Ultra-Twin, Full face APR, Large). The Scott AV-3000 uses a removable head harness. These respirator face pieces should be packaged without a head harness "For Mask Fit Only." The head harnesses will be placed in a separate plastic bag by size. These respirator face pieces will be returned to all of the CLS's in their regular configuration.

C.6.8 If there are any other special boxing instructions for other types of face pieces, such instructions will come from the COR.

C.6.9 Removable nose cups shall be cleaned and bagged. There shall be 12 nose cups to a bag for return to the CLS from which they were received. The nose cups do not need to be reinstalled in the respirator face pieces, unless instructed to do so by the COR.

C.6.10 The Contractor provides the plastic bags and cardboard boxes to hold the respirator face pieces and ancillary items.

C.6.11 Filter cartridges received by the Contractor from the CLS shall be removed in the respirator face piece cleaning process. All cartridges are to be separately bagged and returned to the CLS from which they were received.

C.6.12 Those individuals assigned to decontaminate, disassemble, clean, inspect, repair, test, reassemble and package the respirator face pieces shall be certified either by the respirator face piece manufacturer or by an individual who has had training directly from the manufacturer. This training must be documented and a copy retained for each individual. If additional respirator face piece manufacturers are selected for use in the Hanford Site respiratory program, DOE will notify the Contractor 30 days in advance of implementation.

C.6.13 Respirator face pieces that have been used in the application of pesticides, herbicides, handling of other chemical agents, asbestos, or lead will also require cleaning. Potentially chemical, asbestos, or lead contaminated respirator face pieces will be segregated, tagged to identify the potential contaminant, and placed in double bags at the CLS. The inner bag will be a water-soluble polyvinyl acetate bag. The outer bag will be, as a minimum, 10 mil. in thickness and be provided by the CLS.

C.6.14 The DOE and its Contractors will provide the Contractor only with respirators that have been released for unrestricted use in accordance with applicable DOE regulation or Directive. In the event that the CLS plan to process any volume of contaminated respirators, the COR must be notified in advance to obtain approval. The processing of radiologically contaminated respirators will require an equitable adjustment under the Changes Clause of this Contract, including the establishment of a proper decontamination and monitoring protocol.

C.7 Transportation

C.7.1 The Contractor shall be responsible for transporting RPC, non-regulated items, and respirators in a safe and secure manner. The Contractor shall provide and be responsible for the containers, equipment, and vehicles used to transport the laundry service items in compliance with applicable U.S. Department of Transportation regulations. The Contractor's drivers are responsible for loading and unloading the laundry service items.

C.7.2 Regulated and non-regulated items shall be transported in separate vehicles, according to the schedule provided in **Attachment 1**. The Contractor shall pick-up and deliver all shipments between the hours of 8:00 a.m. and 3:00 p.m. local time (except site-closure holidays). On an infrequent basis, a CLS may require a change in their scheduled service frequencies, and approval from the CO

or designee (e.g. COR) must be secured. The CO or designee will coordinate the change with the Contractor.

C.7.3 It shall be the Contractor's responsibility to ensure that the vehicles used are appropriate for safely transporting these items and comply with applicable U.S. Department of Transportation regulations. In the event of a vehicle accident, the contractor's driver shall notify the Benton County Sheriff office, COR (or CO designee) and appropriate local emergency management officials. Any injury, regardless of severity, occurring on-site must also be reported to the COR

C.7.4 The Contractor's drivers shall obtain a Department of Transportation Commercial Drivers License (CDL) at no cost to DOE. Contractor's drivers must also obtain a Department of Energy security badge in order to be permitted on the Hanford Site and into Hanford facilities. Each driver will also be required to take Hanford Employee General Training (HGET) and specific training needed to enter the various facilities on the Hanford Site in compliance with HNF-5173, 6-1. DOE will reimburse the Contractor or otherwise pay the cost for the badge processing, HGET, and facility orientation training cost, excluding the Contractor's staff time. DOE will have no obligation for any payment or charges associated with any prospective or current employee who fails to complete required training courses or who fails other suitability programs (e.g. Substance Abuse testing).

C.7.5 All RPC will be collected at the CLSs and available at the designated pick-up point to be serviced. Each bag will be less than 50 pounds. The CLS will tag each bag to identify the CLS, list radiation levels, and provide initials of the surveying radioactive control technician (RCT). A routine radiation shipment record (RRSR - "blue card") will be prepared at each CLS that has RPC. Bags will contain a mixture of types of RPC, but will not have mixed RPC and non-regulated clothing. The Contractor is not required to pick-up RPC laundry items that are not properly tagged or packaged. In such case, the Contractor will attach a Laundry Bag Deficiency Tag noting the appropriate deficiency.

C.7.6 When arriving on the Hanford Site, all vehicles transporting regulated deliveries/pickups must stop at 2355 Stevens to verify shipping documents and vehicle status. Upon approval of the Hanford Site Traffic Department, the driver may then proceed. As the driver leaves the Hanford Site, a stop must be made again at the 2355 Stevens office. This requirement may be modified by written direction from COR.

C.7.7 As necessary, the Hanford Site contractor will provide RCT support for the Contractor's laundry pickup/delivery each working day. This support will be provided for pick-up and delivery on both a scheduled and as needed basis per Section 7.2 above. The RCT support will aid the driver in entering and exiting radiological controlled areas; insuring the radiation labels are properly filled out; identifying problem areas, and performing required radiation surveys.

C.7.8 At the last stop, or a pre-determined location, a transportation support person (shipper provided by Hanford contractor) will meet the Contractor's driver and a RCT provided by the Hanford Site contractor. The shipper will provide the Radioactive Shipment Record (RSR) for an off site radioactive material shipment. The RCT will assist the shipper and survey the truck for release off site. Upon leaving the Hanford Site the Contractor's driver will present the RSR to the Hanford Patrol.

C.7.9 If the Contractor's truck becomes contaminated, the Contractor will be responsible for decontamination. The Contractor will be responsible for securing a documented radioactive release when the truck is emptied at the end of the day.

C.7.10 No RCT or shipper will be required to support the non-regulated clothing / respirator face piece truck. The Contractor's driver(s) will need to meet the same requirements for a DOT-CDL and DOE security clearance (see Section 6.4 above). No radiation release is required for non-regulated items and respirator face pieces.

C.8 Records

C.8.1 All records used to track processed laundry must be:

- C.8.1.1 Legible,
- C.8.1.2 Clearly labeled and completed in accordance with the SOW,
- C.8.1.3 Arranged in a logical, consistent order,
- C.8.1.4 Paginated,
- C.8.1.5 Single-sided, and
- C.8.1.6 Reproducible.

C.8.2 If submitted documentation does not conform to the above criteria, the contractor shall correct the deficiency(s) and resubmit the documentation at no additional cost to DOE.

C.8.3 The personnel records kept by the Contractor for this Contract shall include, as a minimum, medical records, security, health protection training, employee training, and general employment information. Such records shall be retained for the duration of this Contract. All injuries shall be reported, recorded, and logged on the OSHA injury log.

C.9 Documentation.

C.9.1 For delivery to the CLS, the Contractor will need to leave a copy of each shipment record with each CLS delivery point. **Attachment 2** shows an example of a Protective Clothing Service Form listing the types and amounts of each item. This form is an example of a shipment record that may be used or the Contractor may generate a similar form with the approval of the COR.

C.9.2 The Contractor shall document all of the monitoring processes on the regulated RPC. Documents associated with the Hanford Site regulated RPC cleaning and decontamination must be inventoried and accounted for. The Contractor shall be responsible for ensuring that all documents generated are placed in the file for inventory and are available for inspection.

C.9.3 Calibration of monitoring equipment shall be documented and available for inspection.

C.9.4 Transportation container certification shall be in accordance with the Department of Transportation requirements and shall be documented.

C.9.5 On a monthly basis the Contractor shall provide the COR the following documents:

- C.9.5.1 Summary of weights billed for each line item
- C.9.5.2 Summary of the number of respirators billed
- C.9.5.3 Copy of each delivery ticket segregated by CLS and by Site contractor
- C.9.5.4 Copy of any special charges

C.9.6 The contractor shall maintain controlled access storage to all records of data and other technical information generated in the performance of the services described in this SOW. These records shall be safe and secured in a manner to prevent tampering, and water or fire damage. Upon expiration or termination of this contract, the Contractor will provide legible copies of all controlled documents to DOE. Controlled documents used by the Contractor include, as a minimum:

- C.9.6.1 Calibration and service records for monitoring equipment
- C.9.6.2 Monitoring records
- C.9.6.3 Disposal of processing waste

C.9.7 All pre-printed forms and logbooks entries shall be signed and dated by the person responsible for the activity at the time it was performed. All logbook entries shall be in chronological order.

C.9.8 All entries in controlled documents shall be made in ink. Corrections to entries shall be made by drawing a single line through the error and entering the correct information. Corrections or additions shall be initialed and dated. No information shall be obliterated or rendered unreadable.

C.10 Contract Management and deliverables

C.10.1 The CO or an individual designated by the CO (e.g., COR), will serve as a point of contact for all technically oriented communications associated with this SOW. Submittal of all reports generated through the performance of this SOW shall be made to the COR or the designated authority. In no case, shall reports be released to parties other than DOE or its Hanford Site contractor(s) without the prior written permission of the CO.

C.10.2 The Contractor shall appoint a Project/Program Manager (PPM) to oversee the work performed under this SOW. The PPM or designated alternate shall be the point of contact (POC) during normal business hours. (Pacific Standard Time, 7:30 am to 4:00 pm on regular business days, except site-closure holidays). In addition, a POC to address emergency situations during all off-hours shall be provided to the COR. The appointed PPM shall be available to visit the Hanford Site a minimum of once per year or as required by the COR for specific problem resolution. This meeting shall normally be an open forum with the Hanford Site customers and moderated by the COR. Topics for discussion will be current status and performance of both the Contractor and the Hanford Site contractor(s).

C.10.3 The Contractor shall notify the CO or designee immediately in the event of the loss of capacity to perform the services required in this SOW. If loss of capacity is due to suspension, revocation, or proceedings against any permits or licenses required under local, state or federal laws; the Contractor will also provide a copy of the notification received from the regulatory agency. The COR may request, within 30 days of the incident, that the Contractor provide a written report detailing the circumstances and resolution.

C.10.4 The Contractor shall notify the CO or designee immediately in the event that the contractor is placed under investigation or required to take any corrective action by any local, state or federal regulatory agencies.

C.10.5 Any non-conforming service or deficiency per this SOW will be re-performed or corrected at the expense of the Contractor. The COR or designee will identify such non-conforming service or deficiency on a timely basis.

C.10.6 Emergency pick-up and/or deliveries must be authorized and coordinated through the COR or designee.

C.10.7 The Contractor shall provide the CO or designee with a Contingency Plan prior to commencement of work under this Contract. Updates to the Contingency Plan shall also be provided to the COR on a timely basis.

C.10.8 The Contractor shall provide a Quality Assurance (QA) Plan to the CO or designee prior to commencement of work under this Contract. Updates to the QA Plan shall also be provided to the COR prior to implementation.

C.10.9 The Contractor shall provide a Security Plan within 30 days of commencement of work under this Contract. Updates to the QA Plan shall also be provided to the COR prior to implementation.

SECTION D

PACKAGING AND MARKING

D.1 TRANSPORTATION OF LAUNDRY

The contractor shall be responsible for transporting laundry to and from the Hanford Site locations as identified in Attachment 2, "Statement of Work".

D.2 TRANSPORTATION CHARGES – FULL PREPAID

The contractor is responsible for and shall pay all transportation charges and shall not invoice RL for such transportation charges. The contractor bears all responsibility for damage or loss until delivery is made to the FOB point specified herein.

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.acqnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED-PRICE

E.2 INSPECTION AND ACCEPTANCE (JUL 2001)

- (a) Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly-authorized Government representative identified by separate letter.
- (b) Acceptance of all items and or work effort under this contract (including reporting requirements) shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly-authorized Government representative identified by separate letter.

[End of Clause]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

F.2 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the

period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

[End of Clause]

F.3 PERIOD OF PERFORMANCE (JUL 2001) Alternate I (JUL 2001)

Unless terminated sooner pursuant to the terms of this contract, the period of performance for the technical effort or services required under this contract is from date of award through October 31, 2006, or, if options are exercised from the date of award through October 31, 2013.

[End of Clause]

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- a. Accept nonconforming work;
- b. Waive any requirement of this contract; or
- c. Modify any term or condition of this contract.

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL MONITOR (TM)

Performance of this work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) and/or the Technical Monitor (TM). The COR will be designated by the Contracting Officer. The TM will also be designated by the Contracting Officer. The designations will be posted in the CO/COR/TM Table, which can be viewed at <http://www2.hanford.gov/coads/>, and will include the COR's and/or the TM's authority, responsibility, and limitations.

G-3 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of this work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in the interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of the work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interfaces with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical directions shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or
 - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.4 CORRESPONDENCE PROCEDURES (JUL 2001)

To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, contractor's name and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Program Manager, COR, or other duly

authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

DOE Program Manager, COR or other duly authorized Government representative:

Rick Wible
U.S. Department of Energy
Richland Operations Office
825 Jadwin Ave. A6-39
Richland, WA 99352
Phone: 509-373-6688
Facsimile: 509-373-6100
Richard_A_(Rick)_Wible@rl.gov

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contracting Officer and the Contract Specialist with information copies of the correspondence to the Contracting Officer's Representative and to the Patent Counsel (if patent or technical data issues are involved). The contractor shall use the Contract Specialist as the focal point of contact. The Contracting Officer and Contract Specialist's names, addresses, phone numbers, fax numbers, and email addresses are as follows:

Contracting Officer:

Theodore N. Turpin, Jr.
U.S. Department Of Energy
Richland Operations Office
825 Jadwin Avenue, A7-80
Richland, WA 99352
Phone: 509-376-5300
Facsimile: 509-376-5378
Theodore_N_Jr_Turpin@rl.gov

Contract Specialist

Richard J. Hague
U.S. Department Of Energy
Richland Operations Office
825 Jadwin Avenue, A7-80
Richland, WA 99352
Phone: 509-373-3352
Facsimile: 509-376-5378
Richard_J_Hague@rl.gov

[End of Clause]

G.5 BILLING INSTRUCTIONS (JUL 2001)

- (a) The following instructions are provided for the use by the contractor in the preparation and submission of vouchers requesting reimbursement for work performed on negotiated cost-type contracts. The submission of vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the contractor.

- (b) In requesting reimbursement, contractors shall use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal. The Standard Form 1034 may be accessed at <http://procure.msfc.nasa.gov/msfc/forms/forms.html>. A certified summary sheet, as shown in paragraph (e) below, shall accompany the SF 1034.
- (c) The contractor shall submit the original SF 1034 voucher plus two copies. The contractor shall also provide one copy of support documentation for travel costs incurred. Distribution of the vouchers shall be as follows:

Send Original to:**OR****Express Courier Address:**

U. S. Department of Energy
Oak Ridge Financial Services Center
ATTN: Diane Ivey
P. O. Box 4307
Oak Ridge, TN 37831

U. S. Department of Energy
Oak Ridge Financial Services Center - RL
ATTN: Diane Ivey
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

Send Copies to:**AND**

U. S. Department of Energy
Richland Operations Office
ATTN: Rich Hague
825 Jadwin Avenue
P.O. Box 550, MS A7-80
Richland, WA 99352
(509) 373-3352
Fax (509) 376-5378

U. S. Department of Energy
Richland Operations Office
ATTN: Rick Wible
825 Jadwin Avenue
P.O. Box 550, MS A6-38
Richland, WA 99352
(509) 373-6688
Fax (509) 373-6100

- (d) Each voucher submitted shall include the following:

- Contract number
(2) contractor name;
(3) date of voucher;
(4) invoice number;
(5) total amount of voucher;
(6) period covered or items delivered; and
(7) cumulative amount invoiced to date
(8) and certification:

CERTIFICATION: I certify that this voucher is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent the payments made by the contractor except as otherwise authorized in the payment provisions of the contract, and properly reflect the work performed.

(Signature)_____
(Title)

[End of Clause]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor, and dated (to be completed prior to award), are hereby incorporated by reference.

H.2 PERSONNEL SECURITY CLEARANCES

- (a) The contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (b) Personnel assigned by the contractor to work at the DOE Hanford complex will be required to obtain a security clearance. The levels of clearance are as follows:

CLEARANCE LEVEL

Q - Sensitive
Q - Nonsensitive
L - Confidential/Secret

Under this contract, contractor personnel shall be required to have a L - Confidential/Secret clearance level.

- (c) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (d) The contractor shall turn in badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated. Badges shall be returned to the CO.

H.3 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for

approval prior to actual printing and distribution. Proposed releases are to be submitted to DOE-RL, Office of Intergovernmental, Public and Institutional Affairs (IPI), Richland, WA 99352.

H.4 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with DOE O 221.1:

- (a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the OIG any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.
- (b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.
- (d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.
- (f) The DOE IG hotline telephone number is 1-800/451-1625 or 202/586-4073.

H.5 REQUIRED ESCORT-LACK OF FOREIGN, OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE

Until such time that the contractor receives a Government-issued FOCI clearance, all contractor personnel shall be escorted within the DOE complex by a designated individual identified by the program office.

H.6 WAGE DETERMINATION RATES

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 1994-2569, dated 6/27/2001. A copy of this wage determination is attached to this contract (see Section J, Attachment 1).

DE-AC06-04RL14540
Laundry Services
Unitech Services Group

H.7 SUBCONTRACTING PLAN

The Contractor's Subcontracting Plan number to be inserted upon contract award, dated to be inserted upon contract award, is incorporated in this contract under Section J, Attachment 4.

PART II - CONTRACT CLAUSES

SECTION I

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.acqnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.212-4	FEB 2002	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL

52.223-5	APR 1998	1995) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-16	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY SERVICES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY Alternate I (APR 1984)
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-4	AUG 1992	CONSISTENCY IN COST ACCOUNTING PRACTICES
52.230-5	APR 1998	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTION
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 FAR 52.202-1 DEFINITIONS (DEC 2001)

- (a) "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means-

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that-

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for-

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if-

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services-

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) "Nondevelopmental item" means--

- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

L3 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the

Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

[End of Clause]

I.4 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) ALTERNATE I (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts or subcontracts for commercial items.
 - (A) If--
 - (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

[End of Clause]

I.5 FAR 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from November 1, 2003 through July 31, 2013.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.6 FAR 52.216-21 REQUIREMENTS. (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the delivery period specified in the last task order, following contract expiration.

(End of clause)

I.7 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

[End of Clause]

I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

[End of Clause]

I.9 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I.10 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to

cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(i) Means a small business concern-
any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I.11 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-
- (i) Cooperate in any studies or surveys as may be required;

Laundry Services
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- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with-

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

**L12 FAR 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR
SMALL DISADVANTAGED BUSINESS CONCERNS. ALTERNATE I
(MAY 2001)**

a) *Definitions*. As used in this clause-

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of zero (0) percent to the price of all offers, except-

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) *Agreements.*

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

**L13 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED
VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE
VETERANS (DEC 2001)**

(a) *Definitions.* As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to

prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings

with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.*

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

I-14 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date-

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-

- (1) The information is voluntarily provided;
- (2) The information will be kept confidential;
- (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
- (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

I.15 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed

under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Assembler	\$7.92
Finisher, Flatwork, Machine	\$7.92
Presser, Machine, Wearing Apparel, Laundry	\$7.92
Sewing Machine Operator	\$10.80
Washer, Machine	\$8.64
Presser, Machine, Shirts	\$7.92
Presser, Machine, Drycleaning	\$7.92
Presser, Hand	\$7.92
Tailor	\$11.52
Dry Cleaner	\$9.11
Truck driver, Heavy Truck	\$14.35
Truck driver, Light Truck	\$11.48
Truck driver, Medium Truck	\$12.18

(End of Clause)

I.16 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.17 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract

purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.18 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.19 FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by November 1st, 2003. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the

Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment; (ii) Paying any prompt payment penalty due; and (iii) Recovering any erroneously directed funds.(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment

transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

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- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

[End of Clause]

**I.20 FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT
RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION(MAY 1999)**

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

- (c) U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MS: A7-88
Richland, WA 99352

Telephone Number: (509) 376-8514
Person to Contact: Bettye Milton
Electronic Address: bettye_i_milton@rl.gov

[End of Clause]

I.21 FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

- (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or

reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I-22 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.23 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR

Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

- (b) The use in this solicitation or contract of any Department of Energy clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

L24 DEAR 952.208-70 PRINTING (APR 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8" by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

[End of Clause]

L25 DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

- (a) Definition. "Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from

time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

[End of Clause]

I.26 DEAR 952.204-73 Facility Clearance. (MAY 2002)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

(1) Foreign Interest means any of the following:

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
 - (2) A contract or proposed contract containing the appropriate security clauses;
 - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
 - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
 - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or

special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

NOTICE TO OFFERORS - CONTENTS REVIEW

(PLEASE REVIEW BEFORE SUBMITTING)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

I.27 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protege Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protege firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

I.28 DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

(a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.

(b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

[End of Clause]

I.29 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and Regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environmental, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract

requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

J.1 LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	PAGES
1	U.S. DOL Wage Determination No. 1994-2569, revision 15 (separate attachment)	22
2	CLS Schedule, Delivery & Pick-up points	3
3	Sample Shipping Form	6
4	Small Business/small Disadvantaged Business Subcontracting Plan (to be inserted upon contact award)	TBD
5	Contractor Quality Control Program (to be inserted upon contact award)	TBD

STANDARD FORM 98 Rev. Feb. 1973 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE <i>(See Instructions on Reverse)</i>	1. NOTICE NO. <div style="font-size: 24pt; font-weight: bold;">A 2507733</div>																		
MAIL TO: <div style="text-align: center;"> Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210 </div>		2. Estimated solicitation date (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month 02</td> <td style="width: 33%;">Day 06</td> <td style="width: 33%;">Year 02</td> </tr> <tr> <td style="text-align: center;">02</td> <td style="text-align: center;">06</td> <td style="text-align: center;">03</td> </tr> </table> 3. Estimated date bids or proposals to be opened or negotiations begun (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month 02</td> <td style="width: 33%;">Day 06</td> <td style="width: 33%;">Year 02</td> </tr> <tr> <td style="text-align: center;">02</td> <td style="text-align: center;">06</td> <td style="text-align: center;">03</td> </tr> </table> 4. Date contract performance to begin (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month 02</td> <td style="width: 33%;">Day 06</td> <td style="width: 33%;">Year 02</td> </tr> <tr> <td style="text-align: center;">02</td> <td style="text-align: center;">06</td> <td style="text-align: center;">03</td> </tr> </table>	Month 02	Day 06	Year 02	02	06	03	Month 02	Day 06	Year 02	02	06	03	Month 02	Day 06	Year 02	02	06	03
Month 02	Day 06	Year 02																		
02	06	03																		
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02	06	03																		
Month 02	Day 06	Year 02																		
02	06	03																		
5. PLACE(S) OF PERFORMANCE <div style="border: 1px solid black; padding: 2px; display: inline-block;">Benton County</div> Richland, WA 99352 <div style="font-size: 24pt; font-weight: bold; margin-left: 200px;">WA</div>		6. SERVICES TO BE PERFORMED (describe) <div style="text-align: center; font-size: 18pt;">Blanket Wage Determination</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">Gen</div>																		
7. INFORMATION ABOUT PERFORMANCE <table style="width: 100%;"> <tr> <td style="width: 33%;">A. <input checked="" type="checkbox"/> Services now performed by a contractor</td> <td style="width: 33%;">B. <input type="checkbox"/> Services now performed by Federal employees</td> <td style="width: 33%;">C. <input type="checkbox"/> Services not presently being performed</td> </tr> </table>			A. <input checked="" type="checkbox"/> Services now performed by a contractor	B. <input type="checkbox"/> Services now performed by Federal employees	C. <input type="checkbox"/> Services not presently being performed															
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8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE <table style="width: 100%;"> <tr> <td style="width: 50%;">a. Name and address of incumbent contractor</td> <td style="width: 50%;">b. Number(s) of any wage determination(s) in incumbent's contract</td> </tr> <tr> <td>US Department of Energy</td> <td>94-2569 (Rev. 15)</td> </tr> <tr> <td>Richland, WA 99352</td> <td>94-2570 (Rev. 6)</td> </tr> </table>			a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract	US Department of Energy	94-2569 (Rev. 15)	Richland, WA 99352	94-2570 (Rev. 6)												
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US Department of Energy	94-2569 (Rev. 15)																			
Richland, WA 99352	94-2570 (Rev. 6)																			
c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). <i>Important:</i> Attach copies of current applicable collective bargaining agreements 		RESPONSE TO NOTICE <i>(by Department of Labor)</i> A. <input checked="" type="checkbox"/> The attached wage determination(s) listed below apply to procurement. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> 1994-2569 (1A) 1994-2570 (1B) </div> B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect. C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (see attached explanation). D. <input type="checkbox"/> Notice returned for additional information (see attached explanation).																		
9. OFFICIAL SUBMITTING NOTICE <table style="width: 100%;"> <tr> <td style="width: 50%;">SIGNED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">Alan E. Hopko</div></td> <td style="width: 50%;">DATE 08/05/02</td> </tr> <tr> <td>TYPE OR PRINT NAME Alan E. Hopko Contracting Officer</td> <td>TELEPHONE NO. (509)376-2031</td> </tr> </table>		SIGNED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">Alan E. Hopko</div>	DATE 08/05/02	TYPE OR PRINT NAME Alan E. Hopko Contracting Officer	TELEPHONE NO. (509)376-2031	Signed: <div style="text-align: center; font-size: 10pt;">(U.S. Department of Labor)</div> <div style="text-align: center; font-size: 12pt;">OCT 10 2002</div> <div style="text-align: center; font-size: 8pt;">(Date)</div>														
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TYPE OR PRINT NAME Alan E. Hopko Contracting Officer	TELEPHONE NO. (509)376-2031																			
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Alan E. Hopko US Department of Energy MS A7-80, Office of Procurement Services P.O. Box 550 Richland, WA 99352 </div>																				

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2569
Revision No.: 18
Date of Last Revision: 07/26/2002

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

** Fringe Benefits Required Follow the Occupational Listing **

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	9.21
01012	Accounting Clerk II	10.07
01013	Accounting Clerk III	11.67
01014	Accounting Clerk IV	15.25
01030	Court Reporter	12.35
01050	Dispatcher, Motor Vehicle	12.50
01060	Document Preparation Clerk	10.34
01070	Messenger (Courier)	7.93
01090	Duplicating Machine Operator	10.34
01110	Film/Tape Librarian	11.04
01115	General Clerk I	8.06
01116	General Clerk II	8.98
01117	General Clerk III	10.52
01118	General Clerk IV	11.79
01120	Housing Referral Assistant	16.17
01131	Key Entry Operator I	9.58
01132	Key Entry Operator II	10.46
01191	Order Clerk I	9.16
01192	Order Clerk II	10.99
01261	Personnel Assistant (Employment) I	10.46
01262	Personnel Assistant (Employment) II	11.74
01263	Personnel Assistant (Employment) III	13.13
01264	Personnel Assistant (Employment) IV	15.67
01270	Production Control Clerk	14.74
01290	Rental Clerk	11.04
01300	Scheduler, Maintenance	12.57
01311	Secretary I	12.28
01312	Secretary II	13.73
01313	Secretary III	16.38
01314	Secretary IV	18.36
01315	Secretary V	20.32
01320	Service Order Dispatcher	12.71

01341	Stenographer I	10.27
01342	Stenographer II	12.38
01400	Supply Technician	18.36
01420	Survey Worker (Interviewer)	11.84
01460	Switchboard Operator-Receptionist	9.93
01510	Test Examiner	13.73
01520	Test Proctor	13.73
01531	Travel Clerk I	11.25
01532	Travel Clerk II	12.08
01533	Travel Clerk III	12.91
01611	Word Processor I	9.84
01612	Word Processor II	11.05
01613	Word Processor III	12.36
03000	Automatic Data Processing Occupations	
03010	Computer Data Librarian	9.14
03041	Computer Operator I	11.56
03042	Computer Operator II	14.27
03043	Computer Operator III	18.04
03044	Computer Operator IV	20.86
03045	Computer Operator V	22.37
03071	Computer Programmer I (1)	16.46
03072	Computer Programmer II (1)	19.44
03073	Computer Programmer III (1)	23.06
03074	Computer Programmer IV (1)	27.62
03101	Computer Systems Analyst I (1)	21.49
03102	Computer Systems Analyst II (1)	25.22
03103	Computer Systems Analyst III (1)	27.08
03160	Peripheral Equipment Operator	12.29
05000	Automotive Service Occupations	
05005	Automotive Body Repairer, Fiberglass	18.71
05010	Automotive Glass Installer	16.84
05040	Automotive Worker	16.84
05070	Electrician, Automotive	17.78
05100	Mobile Equipment Servicer	14.95
05130	Motor Equipment Metal Mechanic	18.71
05160	Motor Equipment Metal Worker	16.84
05190	Motor Vehicle Mechanic	18.71
05220	Motor Vehicle Mechanic Helper	14.00
05250	Motor Vehicle Upholstery Worker	15.88
05280	Motor Vehicle Wrecker	16.84
05310	Painter, Automotive	17.78
05340	Radiator Repair Specialist	16.84
05370	Tire Repairer	14.44
05400	Transmission Repair Specialist	18.71
07000	Food Preparation and Service Occupations	
	Food Service Worker	9.89

07010	Baker	15.66
07041	Cook I	13.97
07042	Cook II	15.66
07070	Dishwasher	9.89
07130	Meat Cutter	15.66
07250	Waiter/Waitress	11.04
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	17.78
09040	Furniture Handler	11.71
09070	Furniture Refinisher	17.78
09100	Furniture Refinisher Helper	14.00
09110	Furniture Repairer, Minor	15.88
09130	Upholsterer	17.78
11030	General Services and Support Occupations	
11030	Cleaner, Vehicles	9.89
11060	Elevator Operator	10.88
11090	Gardener	15.35
11121	House Keeping Aid I	8.76
11122	House Keeping Aid II	9.89
11150	Janitor	10.88
11210	Laborer, Grounds Maintenance	12.13
11240	Maid or Houseman	8.77
11270	Pest Controller	16.25
11300	Refuse Collector	10.88
11330	Tractor Operator	14.51
11360	Window Cleaner	12.14
12000	Health Occupations	
12020	Dental Assistant	12.23
12040	Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.84
12071	Licensed Practical Nurse I	11.02
12072	Licensed Practical Nurse II	12.36
12073	Licensed Practical Nurse III	13.83
12100	Medical Assistant	11.24
12130	Medical Laboratory Technician	12.36
12160	Medical Record Clerk	12.36
12190	Medical Record Technician	13.54
12221	Nursing Assistant I	7.63
12222	Nursing Assistant II	8.57
12223	Nursing Assistant III	9.35
12224	Nursing Assistant IV	10.49
12250	Pharmacy Technician	12.19
12280	Phlebotomist	12.36
12311	Registered Nurse I	15.84
12312	Registered Nurse II	19.39
12313	Registered Nurse II, Specialist	19.39

12314	Registered Nurse III	23.46
12315	Registered Nurse III, Anesthetist	23.46
12316	Registered Nurse IV	28.10
13000	Information and Arts Occupations	
13002	Audiovisual Librarian	16.29
13011	Exhibits Specialist I	14.11
13012	Exhibits Specialist II	16.84
13013	Exhibits Specialist III	18.48
13041	Illustrator I	14.11
13042	Illustrator II	16.84
13043	Illustrator III	18.48
13047	Librarian	21.01
13050	Library Technician	12.35
13071	Photographer I	13.15
13072	Photographer II	16.89
13073	Photographer III	18.48
13074	Photographer IV	20.50
13075	Photographer V	22.76
15000	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	Assembler	8.15
15030	Counter Attendant	8.15
15040	Dry Cleaner	9.11
15070	Finisher, Flatwork, Machine	8.15
15090	Presser, Hand	8.15
15100	Presser, Machine, Drycleaning	8.15
15130	Presser, Machine, Shirts	8.15
15160	Presser, Machine, Wearing Apparel, Laundry	8.15
15190	Sewing Machine Operator	10.80
15220	Tailor	11.83
15250	Washer, Machine	8.89
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Toolroom)	17.78
19040	Tool and Die Maker	21.55
21000	Material Handling and Packing Occupations	
21010	Fuel Distribution System Operator	14.96
21020	Material Coordinator	13.76
21030	Material Expediter	13.76
21040	Material Handling Laborer	9.23
21050	Order Filler	11.28
21071	Forklift Operator	11.50
21080	Production Line Worker (Food Processing)	12.34
21100	Shipping/Receiving Clerk	10.69
21130	Shipping Packer	11.23
21140	Store Worker I	9.17
21150	Stock Clerk (Shelf Stocker, Store Worker II)	11.33

21210	Tools and Parts Attendant	12.32
21400	Warehouse Specialist	12.76
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aircraft Mechanic	18.66
23040	Aircraft Mechanic Helper	14.00
23050	Aircraft Quality Control Inspector	19.68
23060	Aircraft Servicer	15.88
23070	Aircraft Worker	16.84
23100	Appliance Mechanic	17.78
23120	Bicycle Repairer	14.44
23125	Cable Splicer	18.71
23130	Carpenter, Maintenance	17.78
23140	Carpet Layer	16.84
23160	Electrician, Maintenance	20.13
23181	Electronics Technician, Maintenance I	16.75
23182	Electronics Technician, Maintenance II	20.50
23183	Electronics Technician, Maintenance III	21.58
23260	Fabric Worker	15.88
23290	Fire Alarm System Mechanic	18.71
23310	Fire Extinguisher Repairer	14.95
23340	Fuel Distribution System Mechanic	18.71
23370	General Maintenance Worker	16.84
23400	Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430	Heavy Equipment Mechanic	20.02
23440	Heavy Equipment Operator	16.64
23460	Instrument Mechanic	18.71
23470	Laborer	9.89
23500	Locksmith	17.78
23530	Machinery Maintenance Mechanic	18.71
23550	Machinist, Maintenance	18.71
23580	Maintenance Trades Helper	14.00
23640	Millwright	18.71
23700	Office Appliance Repairer	17.78
23740	Painter, Aircraft	17.78
23760	Painter, Maintenance	17.78
23790	Pipefitter, Maintenance	21.52
23800	Plumber, Maintenance	20.45
23820	Pneudraulic Systems Mechanic	18.71
23850	Rigger	18.71
23870	Scale Mechanic	16.84
23890	Sheet-Metal Worker, Maintenance	18.71
23910	Small Engine Mechanic	16.84
23930	Telecommunication Mechanic I	19.18
23931	Telecommunication Mechanic II	20.17
23950	Telephone Lineman	18.71
23960	Welder, Combination, Maintenance	18.71
23965	Well Driller	18.71
23970	Woodcraft Worker	18.71

23980	Woodworker	14.95
24000	Personal Needs Occupations	
24570	Child Care Attendant	9.13
24580	Child Care Center Clerk	12.40
24600	Chore Aid	9.10
24630	Homemaker	13.13
25000	Plant and System Operation Occupations	
25010	Boiler Tender	18.77
25040	Sewage Plant Operator	20.52
25070	Stationary Engineer	18.77
25190	Ventilation Equipment Tender	18.71
25210	Water Treatment Plant Operator	17.71
27000	Protective Service Occupations	
	Police Officer	23.61
27004	Alarm Monitor	12.57
27006	Corrections Officer	18.00
27010	Court Security Officer	19.14
27040	Detention Officer	18.00
27070	Firefighter	18.02
27101	Guard I	9.61
27102	Guard II	12.07
28000	Stevedoring/Longshoremen Occupations	
28010	Blocker and Bracer	15.51
28020	Hatch Tender	15.51
28030	Line Handler	15.51
28040	Stevedore I	13.98
28050	Stevedore II	16.38
29000	Technical Occupations	
21150	Graphic Artist	19.54
29010	Air Traffic Control Specialist, Center (2)	28.21
29011	Air Traffic Control Specialist, Station (2)	19.46
29012	Air Traffic Control Specialist, Terminal (2)	21.43
29023	Archeological Technician I	13.46
29024	Archeological Technician II	15.04
29025	Archeological Technician III	18.64
29030	Cartographic Technician	21.05
29035	Computer Based Training (CBT) Specialist/ Instructor	22.47
29040	Civil Engineering Technician	19.39
29061	Drafter I	10.83
29062	Drafter II	12.17
29063	Drafter III	15.64
29064	Drafter IV	18.64
29081	Engineering Technician I	13.26
29082	Engineering Technician II	14.88

29083	Engineering Technician III	17.97
29084	Engineering Technician IV	21.05
29085	Engineering Technician V	26.52
29086	Engineering Technician VI	35.66
29090	Environmental Technician	16.49
29100	Flight Simulator/Instructor (Pilot)	23.38
29160	Instructor	18.88
29210	Laboratory Technician	15.69
29240	Mathematical Technician	18.31
29361	Paralegal/Legal Assistant I	13.37
29362	Paralegal/Legal Assistant II	16.51
29363	Paralegal/Legal Assistant III	18.39
29364	Paralegal/Legal Assistant IV	24.43
29390	Photooptics Technician	20.14
29480	Technical Writer	17.05
29491	Unexploded Ordnance (UXO) Technician I	17.93
29492	Unexploded Ordnance (UXO) Technician II	21.70
29493	Unexploded Ordnance (UXO) Technician III	26.01
29494	Unexploded (UXO) Safety Escort	17.93
29495	Unexploded (UXO) Sweep Personnel	17.93
29620	Weather Observer, Senior (3)	17.44
29621	Weather Observer, Combined Upper Air and Surface Programs (3)	15.69
29622	Weather Observer, Upper Air (3)	15.69
31000	Transportation/ Mobile Equipment Operation Occupations	
31030	Bus Driver	13.40
31260	Parking and Lot Attendant	8.86
31290	Shuttle Bus Driver	12.63
31300	Taxi Driver	11.88
31361	Truckdriver, Light Truck	11.48
31362	Truckdriver, Medium Truck	12.18
31363	Truckdriver, Heavy Truck	14.75
31364	Truckdriver, Tractor-Trailer	14.75
99000	Miscellaneous Occupations	
99020	Animal Caretaker	12.19
99030	Cashier	8.22
99041	Carnival Equipment Operator	13.21
99042	Carnival Equipment Repairer	14.11
99043	Carnival Worker	9.89
99050	Desk Clerk	9.13
99095	Embalmer	17.93
99300	Lifeguard	9.42
99310	Mortician	17.93
99350	Park Attendant (Aide)	11.84
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.66
99500	Recreation Specialist	12.64
99510	Recycling Worker	14.39

99610	Sales Clerk	10.30
99620	School Crossing Guard (Crosswalk Attendant)	10.88
99630	Sport Official	8.95
99658	Survey Party Chief (Chief of Party)	17.04
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.65
99660	Surveying Aide	10.70
99690	Swimming Pool Operator	16.20
99720	Vending Machine Attendant	13.52
99730	Vending Machine Repairer	16.20
99740	Vending Machine Repairer Helper	13.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance.

explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.


6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2570
Revision No.: 12
Date of Last Revision: 07/26/2002

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

**** Fringe Benefits Required Follow the Occupational Listing ****

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	9.21
01012	Accounting Clerk II	10.07
01013	Accounting Clerk III	11.67
01014	Accounting Clerk IV	15.25
01030	Court Reporter	12.35
01050	Dispatcher, Motor Vehicle	12.50
01060	Document Preparation Clerk	10.34
01070	Messenger (Courier)	7.93
01090	Duplicating Machine Operator	10.34
01110	Film/Tape Librarian	11.04
01115	General Clerk I	8.06
01116	General Clerk II	8.98
01117	General Clerk III	10.52
01118	General Clerk IV	11.79
01120	Housing Referral Assistant	16.17
01131	Key Entry Operator I	9.58
01132	Key Entry Operator II	10.46
01191	Order Clerk I	9.16
01192	Order Clerk II	10.99
01261	Personnel Assistant (Employment) I	10.46
01262	Personnel Assistant (Employment) II	11.74
01263	Personnel Assistant (Employment) III	13.13
01264	Personnel Assistant (Employment) IV	15.67
01270	Production Control Clerk	14.74
01290	Rental Clerk	11.04
01300	Scheduler, Maintenance	12.57
01311	Secretary I	12.28
01312	Secretary II	13.73
01313	Secretary III	16.38
01314	Secretary IV	18.36
01315	Secretary V	20.32
01320	Service Order Dispatcher	12.71

01341	Stenographer I	10.27
01342	Stenographer II	12.38
01400	Supply Technician	18.36
01420	Survey Worker (Interviewer)	11.84
01460	Switchboard Operator-Receptionist	9.93
01510	Test Examiner	13.73
01520	Test Proctor	13.73
01531	Travel Clerk I	11.25
01532	Travel Clerk II	12.08
01533	Travel Clerk III	12.91
01611	Word Processor I	9.84
01612	Word Processor II	11.05
01613	Word Processor III	12.36
03000	Automatic Data Processing Occupations	
03010	Computer Data Librarian	9.14
03041	Computer Operator I	11.56
03042	Computer Operator II	14.27
03043	Computer Operator III	18.04
03044	Computer Operator IV	20.86
03045	Computer Operator V	22.37
03071	Computer Programmer I (1)	16.46
03072	Computer Programmer II (1)	19.44
03073	Computer Programmer III (1)	23.06
03074	Computer Programmer IV (1)	27.62
03101	Computer Systems Analyst I (1)	21.49
03102	Computer Systems Analyst II (1)	25.22
03103	Computer Systems Analyst III (1)	27.08
03160	Peripheral Equipment Operator	12.29
05000	Automotive Service Occupations	
05005	Automotive Body Repairer, Fiberglass	18.71
05010	Automotive Glass Installer	16.84
05040	Automotive Worker	16.84
05070	Electrician, Automotive	17.78
05100	Mobile Equipment Servicer	14.95
05130	Motor Equipment Metal Mechanic	18.71
05160	Motor Equipment Metal Worker	16.84
05190	Motor Vehicle Mechanic	18.71
05220	Motor Vehicle Mechanic Helper	14.00
05250	Motor Vehicle Upholstery Worker	15.88
05280	Motor Vehicle Wrecker	16.84
05310	Painter, Automotive	17.78
05340	Radiator Repair Specialist	16.84
05370	Tire Repairer	14.44
05400	Transmission Repair Specialist	18.71
07000	Food Preparation and Service Occupations	
	Food Service Worker	9.89

07010	Baker	15.66
07041	Cook I	13.97
07042	Cook II	15.66
07070	Dishwasher	9.89
07130	Meat Cutter	15.66
07250	Waiter/Waitress	11.04
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	17.78
09040	Furniture Handler	11.71
09070	Furniture Refinisher	17.78
09100	Furniture Refinisher Helper	14.00
09110	Furniture Repairer, Minor	15.88
09130	Upholsterer	17.78
11030	General Services and Support Occupations	
11030	Cleaner, Vehicles	9.89
11060	Elevator Operator	10.88
11090	Gardener	15.35
11121	House Keeping Aid I	8.76
11122	House Keeping Aid II	9.89
11150	Janitor	10.88
11210	Laborer, Grounds Maintenance	12.13
11240	Maid or Houseman	8.77
11270	Pest Controller	16.25
11300	Refuse Collector	10.88
11330	Tractor Operator	14.51
11360	Window Cleaner	12.14
12000	Health Occupations	
12020	Dental Assistant	12.23
12040	Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.84
12071	Licensed Practical Nurse I	11.02
12072	Licensed Practical Nurse II	12.36
12073	Licensed Practical Nurse III	13.83
12100	Medical Assistant	11.24
12130	Medical Laboratory Technician	12.36
12160	Medical Record Clerk	12.36
12190	Medical Record Technician	13.54
12221	Nursing Assistant I	7.63
12222	Nursing Assistant II	8.57
12223	Nursing Assistant III	9.35
12224	Nursing Assistant IV	10.49
12250	Pharmacy Technician	12.19
12280	Phlebotomist	12.36
12311	Registered Nurse I	15.84
12312	Registered Nurse II	19.39
12313	Registered Nurse II, Specialist	19.39

12314	Registered Nurse III	23.46
12315	Registered Nurse III, Anesthetist	23.46
12316	Registered Nurse IV	28.10
13000	Information and Arts Occupations	
13002	Audiovisual Librarian	16.29
13011	Exhibits Specialist I	14.11
13012	Exhibits Specialist II	16.84
13013	Exhibits Specialist III	18.48
13041	Illustrator I	14.11
13042	Illustrator II	16.84
13043	Illustrator III	18.48
13047	Librarian	21.01
13050	Library Technician	12.35
13071	Photographer I	13.15
13072	Photographer II	16.89
13073	Photographer III	18.48
13074	Photographer IV	20.50
13075	Photographer V	22.76
15000	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	Assembler	8.15
15030	Counter Attendant	8.15
15040	Dry Cleaner	9.11
15070	Finisher, Flatwork, Machine	8.15
15090	Presser, Hand	8.15
15100	Presser, Machine, Drycleaning	8.15
15130	Presser, Machine, Shirts	8.15
15160	Presser, Machine, Wearing Apparel, Laundry	8.15
15190	Sewing Machine Operator	10.80
15220	Tailor	11.83
15250	Washer, Machine	8.89
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Toolroom)	17.78
19040	Tool and Die Maker	21.55
21000	Material Handling and Packing Occupations	
21010	Fuel Distribution System Operator	14.96
21020	Material Coordinator	13.76
21030	Material Expediter	13.76
21040	Material Handling Laborer	9.23
21050	Order Filler	11.28
21071	Forklift Operator	11.50
21080	Production Line Worker (Food Processing)	12.34
21100	Shipping/Receiving Clerk	10.69
21130	Shipping Packer	11.23
21140	Store Worker I	9.17
21150	Stock Clerk (Shelf Stocker, Store Worker II)	11.33

21210	Tools and Parts Attendant	12.32
21400	Warehouse Specialist	12.76
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aircraft Mechanic	18.66
23040	Aircraft Mechanic Helper	14.00
23050	Aircraft Quality Control Inspector	19.68
23060	Aircraft Servicer	15.88
23070	Aircraft Worker	16.84
23100	Appliance Mechanic	17.78
23120	Bicycle Repairer	14.44
23125	Cable Splicer	18.71
23130	Carpenter, Maintenance	17.78
23140	Carpet Layer	16.84
23160	Electrician, Maintenance	20.13
23181	Electronics Technician, Maintenance I	16.75
23182	Electronics Technician, Maintenance II	20.50
23183	Electronics Technician, Maintenance III	21.58
23260	Fabric Worker	15.88
23290	Fire Alarm System Mechanic	18.71
23310	Fire Extinguisher Repairer	14.95
23340	Fuel Distribution System Mechanic	18.71
23370	General Maintenance Worker	16.84
23400	Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430	Heavy Equipment Mechanic	20.02
23440	Heavy Equipment Operator	16.64
23460	Instrument Mechanic	18.71
23470	Laborer	9.89
23500	Locksmith	17.78
23530	Machinery Maintenance Mechanic	18.71
23550	Machinist, Maintenance	18.71
23580	Maintenance Trades Helper	14.00
23640	Millwright	18.71
23700	Office Appliance Repairer	17.78
23740	Painter, Aircraft	17.78
23760	Painter, Maintenance	17.78
23790	Pipefitter, Maintenance	21.52
23800	Plumber, Maintenance	20.45
23820	Pneudraulic Systems Mechanic	18.71
23850	Rigger	18.71
23870	Scale Mechanic	16.84
23890	Sheet-Metal Worker, Maintenance	18.71
23910	Small Engine Mechanic	16.84
23930	Telecommunication Mechanic I	19.18
23931	Telecommunication Mechanic II	20.17
23950	Telephone Lineman	18.71
23960	Welder, Combination, Maintenance	18.71
23965	Well Driller	18.71
23970	Woodcraft Worker	18.71

23980	Woodworker	14.95
24000	Personal Needs Occupations	
24570	Child Care Attendant	9.13
24580	Child Care Center Clerk	12.40
24600	Chore Aid	9.10
24630	Homemaker	13.13
25000	Plant and System Operation Occupations	
25010	Boiler Tender	18.77
25040	Sewage Plant Operator	20.52
25070	Stationary Engineer	18.77
25190	Ventilation Equipment Tender	18.71
25210	Water Treatment Plant Operator	17.71
27000	Protective Service Occupations	
	Police Officer	23.61
27004	Alarm Monitor	12.57
27006	Corrections Officer	18.00
27010	Court Security Officer	19.14
27040	Detention Officer	18.00
27070	Firefighter	18.02
27101	Guard I	9.61
27102	Guard II	12.07
28000	Stevedoring/Longshoremen Occupations	
28010	Blocker and Bracer	15.51
28020	Hatch Tender	15.51
28030	Line Handler	15.51
28040	Stevedore I	13.98
28050	Stevedore II	16.38
29000	Technical Occupations	
21150	Graphic Artist	19.54
29010	Air Traffic Control Specialist, Center (2)	28.21
29011	Air Traffic Control Specialist, Station (2)	19.46
29012	Air Traffic Control Specialist, Terminal (2)	21.43
29023	Archeological Technician I	13.46
29024	Archeological Technician II	15.04
29025	Archeological Technician III	18.64
29030	Cartographic Technician	21.05
29035	Computer Based Training (CBT) Specialist/ Instructor	22.47
29040	Civil Engineering Technician	19.39
29061	Drafter I	10.83
29062	Drafter II	12.17
29063	Drafter III	15.64
29064	Drafter IV	18.64
29081	Engineering Technician I	13.26
29082	Engineering Technician II	14.88

29083	Engineering Technician III	17.97
29084	Engineering Technician IV	21.05
29085	Engineering Technician V	26.52
29086	Engineering Technician VI	35.66
29090	Environmental Technician	16.49
29100	Flight Simulator/Instructor (Pilot)	23.38
29160	Instructor	18.88
29210	Laboratory Technician	15.69
29240	Mathematical Technician	18.31
29361	Paralegal/Legal Assistant I	13.37
29362	Paralegal/Legal Assistant II	16.51
29363	Paralegal/Legal Assistant III	18.39
29364	Paralegal/Legal Assistant IV	24.43
29390	Photooptics Technician	20.14
29480	Technical Writer	17.05
29491	Unexploded Ordnance (UXO) Technician I	17.93
29492	Unexploded Ordnance (UXO) Technician II	21.70
29493	Unexploded Ordnance (UXO) Technician III	26.01
29494	Unexploded (UXO) Safety Escort	17.93
29495	Unexploded (UXO) Sweep Personnel	17.93
29620	Weather Observer, Senior (3)	17.44
29621	Weather Observer, Combined Upper Air and Surface Programs (3)	15.69
29622	Weather Observer, Upper Air (3)	15.69
31000	Transportation/ Mobile Equipment Operation Occupations	
31030	Bus Driver	13.40
31260	Parking and Lot Attendant	8.86
31290	Shuttle Bus Driver	12.63
31300	Taxi Driver	11.88
31361	Truckdriver, Light Truck	11.48
31362	Truckdriver, Medium Truck	12.18
31363	Truckdriver, Heavy Truck	14.75
31364	Truckdriver, Tractor-Trailer	14.75
99000	Miscellaneous Occupations	
99020	Animal Caretaker	12.19
99030	Cashier	8.22
99041	Carnival Equipment Operator	13.21
99042	Carnival Equipment Repairer	14.11
99043	Carnival Worker	9.89
99050	Desk Clerk	9.13
99095	Embalmer	17.93
99300	Lifeguard	9.42
99310	Mortician	17.93
99350	Park Attendant (Aide)	11.84
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.66
99500	Recreation Specialist	12.64
99510	Recycling Worker	14.39

99610	Sales Clerk	10.30
99620	School Crossing Guard (Crosswalk Attendant)	10.88
99630	Sport Official	8.95
99658	Survey Party Chief (Chief of Party)	17.04
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.65
99660	Surveying Aide	10.70
99690	Swimming Pool Operator	16.20
99720	Vending Machine Attendant	13.52
99730	Vending Machine Repairer	16.20
99740	Vending Machine Repairer Helper	13.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to

immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together

with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment 2

CLS Schedule, Delivery and Pick-up Points

Company/Organization	Day of Week	Delivery Points	Pick-up Points	Regulated	Non-reg	Face Piece
FH "B" Plant	Monday	225-B	225-B	X	X	X
200 Area LET facility		2025-E	2025-E	X	X	X
FH Rigging loft		6290	6920		X	
Vehicle Maintenance		2711-E	2711-E		X	
CHG Vent and Balance		2101-M	2101-M		X	
FH Electrical Utilities		2101-M	2101-M		X	
FH carpenters/refrigeration		274-E	274-E		X	
Hanford Patrol		MO-386	MO-386		X	
Hanford Patrol		2721-E	2721-E		X	
FH Fire Systems Maint.		2721-EA	2721-EA		X	
East Tank Farms			241-AW*	X		
East Tank Farms			204-AR*	X		
East Tank Farms			AP Farm*	X		
East Tank Farms			AY-1	X		
East Tank Farms			AY-2	X		
East Tank Farms			AN-Farm*	X		
East Tank Farms			241-A Lift*	X		
East Tank Farms			701-A*	X		
East Tank Farms			C-Farm	X		
East Tank Farms			B-Farm	X		
East Tank Farms			BX-Farm	X		
East Tank Farms			BY-Farm	X		
East Tank Farms			Dean Dome*	X		
	Tuesday					
FH Fabrication services		2707-W	2707-W		X	
FH PFP		234-5 PFP	234-5 PFP	X	X	X
FH "T" Plant		221-T	221-T	X	X	
FH "T" Plant		271-T	271-T			X
Fluor Hanford		WRAP-1	WRAP-1	X	X	X
West Tank Farms		272-WA	272-WA		X	X
West Tank Farms		242-S		X		
West Tank Farms			S farm	X		
West Tank Farms			SX farm	X		
West Tank Farms			SY farm	X		
West Tank Farms			U farm	X		
West Tank Farms			TX farm*	X		
FH		222-S	222-S	X	X	X
East Tank Farms		2715-AW	2715-AW	X	X	X
East Tank Farms		272-AW	272-AW			X
FH		M0-406 TWC*	M0-406 TWC*	X	X	X
Hanford Fire Dept.		609-A	609-A			X
Hanford Fire Dept.		MO-011	MO-011		X	
Mask Fit at Hammer		Al Alm 25-D	Al Alm 25-D			X
FH		233-S*	233-S *	X		
FH			271-U *	X	X	
FH		M0-412 Rugs*	M0-412 Rugs*		X	
Company/Organization	Day of Week	Delivery Points	Pick-up Points	Regulated	Non-reg	Face Piece

* Note-as needed

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Attachment 2

CLS Schedule, Delivery and Pick-up Points

[illegible]

* Note-as needed

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Attachment 2

CLS Schedule, Delivery and Pick-up Points

Hanford Fire Department	Thursday	609	609		X	
East Tank Farms		2715-AW	2715-AW	X		X
K Basins		105-KW	105-KW	X	X	
K Basins		105-KE	105-KE	X	X	X
K Basins		CVD bldg	CVD bldg	X	X	
Mask Fit at Hammer		Al Alm 25-D	Al Alm 25-D			X
ERC		1723-N	1723-N	X	X	X
ERC			105-B	X		
ERC			100-N	X		
ERC			105-D	X		
ERC			105-F	X		
ERC			105-H	X		
ERC		1120-N rugs *	1120-N rugs*		X	
FH Ground Water		N-Springs	N-Springs	X	X	X
East Tank Farms			241-AW*	X		
East Tank Farms			204-AR*	X		
East Tank Farms			AP Farm*	X		
East Tank Farms			AY-1	X		
East Tank Farms			AY-2	X		
East Tank Farms			AN-Farm*	X		
East Tank Farms			241-A Lift*	X		
East Tank Farms			701-A*	X		
East Tank Farms			C-Farm	X		
East Tank Farms			B-Farm	X		
East Tank Farms			BX-Farm	X		
East Tank Farms			BY-Farm	X		
East Tank Farms			Dean Dome*	X		

Items marked with * are on an as needed basis only. Not serviced each week.

**ATTACHMENT 3
SAMPLE SHIPPING FORM**

Radioactive Protective Clothing						
Date Ordered:			Delivery Date:			
Phone Number:			Ordered By:			
Type Item:	Item code	Number in bag	Number of bags	Quantity Filled Number of Items	Notes	
Surgical Caps	R-100	500 ea.				
Hoods	R-101	100 ea.				
Canvas Gloves (Wrex)	R-102	340 ea.				
Rubber Gloves	R-103	200 ea.				
Canvas Shoecovers	R-104	150 ea.				
Canvas Boots	R-105	120 ea.				
Rubber Knee Boots	R-106	30 ea.				
Rubber Shoes X Large	R-107	70 ea.				
Large	R-108	70 ea.				
Small	R-109	70 ea.				
Coveralls 4X Large	R-110	15 ea.				
3X Large	R-111	15 ea.				
2X Large	R-112	15 ea.				
X Large	R-113	15 ea.				
Large	R-114	15 ea.				
Medium	R-115	15 ea.				
Small	R-116	15 ea.				
Laboratory Coats 2 X Large	R-117	24 ea.				
X Large	R-118	24 ea.				
Large	R-119	24 ea.				
Medium	R-120	24 ea.			Number of bags Delivered:	
Small	R-121	24 ea.				
Flame Resistant / Frham Tex						
Coveralls 4X Large	R-122	15 ea.				
3X Large	R-123	15 ea.				
2X Large	R-124	15 ea.				
X Large	R-125	15 ea.				
Large	R-126	15 ea.				Delivered To:
Medium	R-127	15 ea.				
Small	R-128	15 ea.				
Hoods	R-129	75 ea.				
Canvas Boots	R-130	100 ea.				
Laundry Bags	R-131	20 ea.				

**ATTACHMENT 3
SAMPLE SHIPPING FORM**

Misc.	R-132			
Misc.	R-133			

**ATTACHMENT 3
SAMPLE SHIPPING FORM**

Non-regulated Clothing					
Date Ordered:			Delivery Date:		
Phone Number:			Ordered By:		
Type Item:	Item code	Number in bag	Number of bags	Quantity Filled Number of Items	Notes
Coverall Long Sleeve 4X Large	N-200	15 ea.			
3X Large	N-201	15 ea.			
2X Large	N-202	15 ea.			
X Large	N-203	15 ea.			
Large	N-204	15 ea.			
Medium	N-205	15 ea.			
Small	N-206	15 ea.			
Coverall Short Sleeve 4X Large	N-207	15 ea.			
3X Large	N-208	15 ea.			
2X Large	N-209	15 ea.			
X Large	N-210	15 ea.			
Large	N-211	15 ea.			
Medium	N-212	15 ea.			
Small	N-213	15 ea.			
Laboratory Coats X Large	N-214	24 ea.			
Large	N-215	24 ea.			
Medium	N-216	24 ea.			
Small	N-217	24 ea.			
Flame Resistant Coveralls					
4X Large	N-218	15 ea.			
3X Large	N-219	15 ea.			Number of bags Delivered:
2X Large	N-220	15 ea.			
X Large	N-221	15 ea.			
Large	N-222	15 ea.			
Medium	N-223	15 ea.			
Small	N-224	15 ea.			
Hoods	N-225	100 ea.			
Canvas Gloves	N-226	340 ea.			
Rubber Shoes	N-227	70 ea.			
Towels	N-228	40 ea.			
Towel Rags	N-229	40 ea.			
Laundry Bags	N-230	20 ea.			

ATTACHMENT 3
SAMPLE SHIPPING FORM

Misc.	N-231				
Misc.	N-232				

**ATTACHMENT 3
SAMPLE SHIPPING FORM**

Respirator Face Pieces						
Date Ordered:			Delivery Date:			
Phone Number:			Ordered By:			
Type Item:	Item code	Number in bag	Number of bags	Quantity Filled Number of Items	Notes	
MSA Ultra Twin APR'S						
Large	M-300	12				
Medium	M-301	12				
Small	M-302	12				
MSA Ultra-Vue PAPR						
Large	M-303	12				
Medium	M-304	12				
Small	M-305	12				
MSA 1/2 face Masks						
Large	M-306	16				
Medium	M-307	16				
Small	M-308	16				
Scott AV-2000 SCBA						
X Large	M-309	8				
Large	M-310	8				
Small	M-311	8				
Scott AV-2000 with Filter "T"						
X Large	M-312	8				
Large	M-313	8				
Small	M-314	8				
Scott-O-Vista Scba						
X Large	M-315	8			Number of bags Delivered:	
Large	M-316	8				
Small	M-317	8				
Scott-O-Vista with Filter "T"						
X Large	M-318	8				
Large	M-319	8				
Small	M-320	8			Delivered To:	
Other						
	M-321					
	M-322					
	M-323					
	M-324					

**ATTACHMENT 3
SAMPLE SHIPPING FORM**

	M-325			
	M-326			